

# Agenda Item Form

Agenda Date: 3/23/2004

Districts Affected: All

Dept. Head/Contact Information: R. William Torgerson/ Daisy Esparza (Ext. 4057)

## Type of Agenda Item:

- |                                                           |                                                   |                                                    |
|-----------------------------------------------------------|---------------------------------------------------|----------------------------------------------------|
| <input checked="" type="checkbox"/> Resolution            | <input type="checkbox"/> Staffing Table Changes   | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements       | <input type="checkbox"/> Tax Refunds              | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer          | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use     | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements            | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input type="checkbox"/> Other _____                      |                                                   |                                                    |

## Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: \_\_\_\_\_ Months)
- ☒ Other Source: USER FEE

## Legal:

☒ Legal Review Required  
Denied

Attorney Assigned (please scroll down): Lupe Cuellar

☒ Approved ☐

Timeline Priority: ☐ High ☒ Medium ☐ Low # of days: \_\_\_\_\_

## Why is this item necessary:

Necessary to permit contract employees to perform duties outlined in contracts.

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Maintenance and operating expenditures are nil.

## Statutory or Citizen Concerns:

Demands and needs are met.

## Departmental Concerns:

Approval or employee contractor contracts will enable Parks/Aquatics Department to meet it's mission, objectives and functions.

98 8 04 8:10 AM 1002  
CITY OF ALBUQUERQUE

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to execute the following **EMPLOYEE CONTRACTOR** contracts on behalf of the **PARKS AND RECREATION DEPARTMENT**. Funding for these contracts is in fiscal year **2003/2004** appropriations to be approved by the City Council.

#### AQUATICS

**DEPARTMENT ID: 51010281, ACCOUNT 501011**

1. CONTRACTOR: Jesus A. Acosta, Lifeguard, Step2  
DATES: March 24, 2004 through September 30, 2004  
RATE PER HR: \$6.00  
CONTRACT NO: **2003/2004-174**
2. CONTRACTOR: Christina A. Ayoub, Swim Instructor, Step 1  
DATES: May 27, 2004 through September 30, 2004  
RATE PER HR: \$5.35  
CONTRACT NO: **2003/2004-175**
3. CONTRACTOR: Amber A. Bengé, Swim Instructor, Step 1  
DATES: March 24, 2004 through September 30, 2004  
RATE PER HR: \$5.35  
CONTRACT NO: **2003/2004-176**
4. CONTRACTOR: Paul J. Carrara, Senior Lifeguard, Step 1  
DATES: March 24, 2004 through September 30, 2004  
RATE PER HR: \$6.60  
CONTRACT NO: **2003/2004-177**
5. CONTRACTOR: Omar H. Carrillo, Lifeguard, Step 2  
DATES: March 24, 2004 through September 30, 2004  
RATE PER HR: \$6.00  
CONTRACT NO: **2003/2004-178**
6. CONTRACTOR: Crystal M. Chavez, Pool Attendant, Step 2  
DATES: March 24, 2004 through September 30, 2004  
RATE PER HR: \$5.60  
CONTRACT NO: **2003/2004-179**
7. CONTRACTOR: Anaiza Fraire, Senior Lifeguard, Step 1  
DATES: March 24, 2004 through September 30, 2004  
RATE PER HR: \$6.60  
CONTRACT NO: **2003/2004-180**
8. CONTRACTOR: Elizabeth A. Jones, Swim Instructor, Step 1  
DATES: May 27, 2004 through September 30, 2004  
RATE PER HR: \$5.35  
CONTRACT NO: **2003/2004-181**

9. CONTRACTOR: Joshua D. Solorza, Pool Attendant, Step 1  
DATES: March 24, 2004 through September 30, 2004  
RATE PER HR: \$5.40  
CONTRACT NO: **2003/2004-182**
10. CONTRACTOR: Joseph R. Villalobos, Swim Instructor, Step 2  
DATES: March 24, 2004 through September 30, 2004  
RATE PER HR: \$5.35  
CONTRACT NO: **2003/2004-183**
11. CONTRACTOR: Nicolas Zarazua, Pool Attendant, Step 1  
DATES: March 24, 2004 through September 30, 2004  
RATE PER HR: \$5.40  
CONTRACT NO: **2003/2004-184**

**APPROVED** this 23<sup>rd</sup> day of March, 2004.


**THE CITY OF EL PASO**

**ATTEST:**

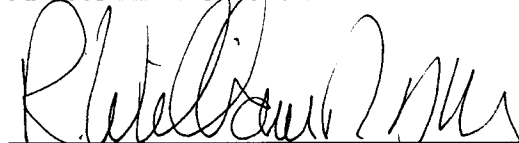
\_\_\_\_\_  
Joe Wardy  
Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Dr. William R. Torgerson, Acting Director  
Parks & Recreation Department

STATE OF TEXAS )  
COUNTY OF EL PASO ) **EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and JESUS A. ACOSTA, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City has a need to engage the employment of the Contractor as a LIFEGUARD for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

**WHEREAS**, contractor is knowledgeable and capable of rendering said employment to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of LIFEGUARD, STEP 2, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. **TIME OF PERFORMANCE** The employment of contractor is to commence on or about MARCH 24, 2004 and shall continue until SEPTEMBER 30, 2004.
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$6.00 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

SA

**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO:

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

CONTRACTOR:

Name: JESUS A. ACOSTA

PE: \_\_\_\_\_

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

\_\_\_\_\_  
*Jesus Acosta*

**PARENT(S) (If Minor)**

**APPROVED AS TO CONTENT:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

\_\_\_\_\_  
Parks and Recreation Director

\_\_\_\_\_  
Program Coordinator

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Administrative Analyst



**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO:

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9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: CHRISTINA A. AYOUB  
SS# \_\_\_\_\_  
Add \_\_\_\_\_  
City \_\_\_\_\_  
Phone: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

\_\_\_\_\_  
**PARENT(S) (If Minor)**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Parks and Recreation Director

\_\_\_\_\_  
Program Coordinator

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Administrative Analyst





**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO:

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9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

CONTRACTOR:

Name: AMBER A. BENGE

S

F

C

P

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

\_\_\_\_\_  
*Amber Bengel*

**PARENT(S) (If Minor)**

\_\_\_\_\_  
*William H. Bengel*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
*Amber Bengel*  
Parks and Recreation Director

\_\_\_\_\_  
*Delfina V. Salas*  
Program Coordinator

\_\_\_\_\_  
*Karen A. Fuller*  
Superintendent

\_\_\_\_\_  
*B. L. Duneau*  
Administrative Analyst

FUND: 16303  
DEPARTMENT ID: 51010281  
CLASS: 51151  
PROJECT: P500203  
SPEED CHART: P0181

STATE OF TEXAS )  
COUNTY OF EL PASO ) **EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and PAUL J. CARRARA, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City has a need to engage the employment of the Contractor as a SENIOR LIFEGUARD for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

**WHEREAS**, contractor is knowledgeable and capable of rendering said employment to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of SENIOR LIFEGUARD, STEP 1, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. **TIME OF PERFORMANCE** The employment of contractor is to commence on or about March 24, 2004 and shall continue until SEPTEMBER 30, 2004.
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$6.60 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement



**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO:

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9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

**CITY:** Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: PAUL J. CARRARA

SS#: \_\_\_\_\_

Add: \_\_\_\_\_

City: \_\_\_\_\_

Phor: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

\_\_\_\_\_  
*Paul J. Carrara*

**PARENT(S) (If Minor)**

\_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

\_\_\_\_\_  
Parks and Recreation Director

\_\_\_\_\_  
Program Coordinator

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Administrative Analyst

FUND: 16303  
DEPARTMENT ID: 51010281  
CLASS: 51151  
PROJECT: P500203  
SPEED CHART: P0181

STATE OF TEXAS )  
COUNTY OF EL PASO ) **EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and OMAR H. CARRILLO, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City has a need to engage the employment of the Contractor as a LIFEGUARD for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

**WHEREAS**, contractor is knowledgeable and capable of rendering said employment to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of LIFEGUARD, STEP 2, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. **TIME OF PERFORMANCE** The employment of contractor is to commence on or about MARCH 24, 2004 and shall continue until SEPTEMBER 30, 2004.
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$6.00 and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO:

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

CONTRACTOR:

Name: OMAR H. CARRILLO

SS#

Adr

C;

Pl

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF EL PASO, TEXAS

ATTEST:

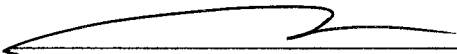
\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

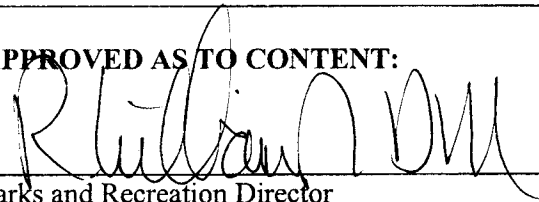
CONTRACTOR: \_\_\_\_\_  

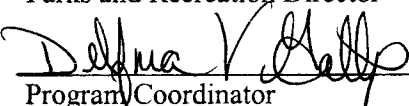

PARENT(S) (If Minor)

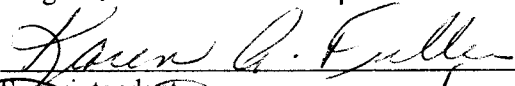
APPROVED AS TO FORM:

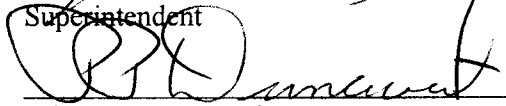
  
\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Parks and Recreation Director

  
\_\_\_\_\_  
Program Coordinator

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Administrative Analyst



**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO:

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

**CITY:** Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: CRYSTAL M. CHAVEZ  
SS \_\_\_\_\_  
Ac \_\_\_\_\_  
Ci \_\_\_\_\_  
Pho. \_\_\_\_\_

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

Crystal M. Chavez  
**PARENT(S) (If Minor)**

**APPROVED AS TO FORM:**

Guadalupe Cuellar  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

R. Williams  
Parks and Recreation Director

Dolores  
Program Coordinator

Susan A. Keller  
Superintendent

R. Williams  
Administrative Analyst





**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO:

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9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

**CITY:** Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: ANAIZA FRAIRE

SS#: \_\_\_\_\_

Add: \_\_\_\_\_

City: \_\_\_\_\_

Phone: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_,

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

Anaiza Fraire

**PARENT(S) (If Minor)**

**APPROVED AS TO FORM:**

Guadalupe Cuellar  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

R. Williams  
Parks and Recreation Director

Delfina V. Hall  
Program Coordinator

James A. Fuller  
Superintendent

B. D. ...  
Administrative Analyst

FUND: 16303  
DEPARTMENT ID: 51010281  
CLASS: 51151  
PROJECT: P500203  
SPEED CHART: P0181

STATE OF TEXAS     )  
                              )  
COUNTY OF EL PASO     )     EMPLOYMENT CONTRACT  
                                          PARKS AND RECREATION

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and ELIZABETH A. JONES, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City has a need to engage the employment of the Contractor as a SWIM INSTRUCTOR for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

**WHEREAS**, contractor is knowledgeable and capable of rendering said employment to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of SWIM INSTRUCTOR, STEP 1, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. **TIME OF PERFORMANCE** The employment of contractor is to commence on or about MAY 27, 2004 and shall continue until SEPTEMBER 30, 2004.
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$5.35 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

E.A.J

**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO:

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

CONTRACTOR:

Name: ELIZABETH A. JONES  
SS#: \_\_\_\_\_  
Addr \_\_\_\_\_  
City/ \_\_\_\_\_  
Phone: \_\_\_\_\_

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF EL PASO, TEXAS

ATTEST:

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

CONTRACTOR:

\_\_\_\_\_  
Elizabeth A. Jones

PARENT(S) (If Minor)

\_\_\_\_\_  
James Jones

APPROVED AS TO FORM:

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Rhonda R. Williams  
Parks and Recreation Director

\_\_\_\_\_  
Debra K. Hall  
Program Coordinator

\_\_\_\_\_  
Lester A. Fulp  
Superintendent

\_\_\_\_\_  
B. E. Durward  
Administrative Analyst



**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO:

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CITY: Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: JOSHUA D. SOLORZA

S'  
A

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

**PARENT(S) (If Minor)**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Parks and Recreation Director

\_\_\_\_\_  
Program Coordinator

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Administrative Analyst

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

FUND: 16303  
DEPARTMENT ID: 51010281  
CLASS: 51151  
PROJECT: P500203  
SPEED CHART: P0181

STATE OF TEXAS )  
COUNTY OF EL PASO ) **EMPLOYMENT CONTRACT**  
**PARKS AND RECREATION**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and JOSEPH R. VILLALOBOS, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City has a need to engage the employment of the Contractor as a SWIM INSTRUCTOR for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

**WHEREAS**, contractor is knowledgeable and capable of rendering said employment to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of SWIM INSTRUCTOR STEP 1, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. **TIME OF PERFORMANCE** The employment of contractor is to commence on or about MARCH 24, 2004 and shall continue until SEPTEMBER 30, 2004.
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$5.35 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
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7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO:

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CITY: Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: JOSEPH R. VILLALOBOS

Phon: \_\_\_\_\_

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

\_\_\_\_\_  
*Joseph Villalobos*

**PARENT(S) (If Minor)**

\_\_\_\_\_  
*Rachel M Villalobos*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
*William R DM*  
Parks and Recreation Director

\_\_\_\_\_  
*Delfina V. Galt*  
Program Coordinator

\_\_\_\_\_  
*James S. Fuller*  
Superintendent

\_\_\_\_\_  
*QD*  
Administrative Analyst





**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO:

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CITY: Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

CONTRACTOR:

Name: NICOLAS O. ZARAZUA

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IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

\_\_\_\_\_  
*[Signature]*

**PARENT(S) (If Minor)**

\_\_\_\_\_  
*[Signature]*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
*[Signature]*  
Parks and Recreation Director

\_\_\_\_\_  
*[Signature]*  
Program Coordinator

\_\_\_\_\_  
*[Signature]*  
Superintendent

\_\_\_\_\_  
*[Signature]*  
Administrative Analyst